

Ebix Insurance No. S200002020

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
EBIX INC., BPO DIVISION**

PREAMBLE

This agreement ("Amendment No. 2") is by and between Ebix, Inc., BPO Division (EBIX BPO), a Delaware Corporation, with its principal place of business located at One Ebix Way, Johns Creek, Georgia 30097 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 2."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement For Professional Services By and Between the City of Santa Clara and Ebix, Inc., BPO Division", dated March 27, 2012 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated May 11, 2017. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide professional services, and the Parties now wish to amend the Original Agreement as Amended to extend the term of the agreement by one year and increase the dollar amount by Forty Eight Thousand dollars (\$48,000).

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That paragraph number 2 of the Section entitled "Agreement Provisions" of the Original Agreement is hereby amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three (3) years from the effective date with four (4) one-year renewal periods, depending on satisfactory performance of services described in Exhibit A by EBIX BPO, subject to the Parties' rights to termination pursuant to Section 12. If no action is taken by City, the Agreement will continue for the four one-year renewal periods.

That paragraph number 1 of Section 2 in Exhibit B entitled "Fee Schedule" of the Original Agreement is hereby amended to read as follows:

In no event shall the amount billed to City by EBIX BPO under this Agreement exceed Two Hundred Forty Six Thousand, Three Hundred Thirty Four dollars (\$246,334) for the (3) three year contract term and four (4) one-year renewal periods combined, subject to budget appropriations.

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

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3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

JENNIFER YAMAGUMA
Acting City Clerk

"CITY"

EBIX INC., BPO DIVISION
corporation

Dated: Feb 28, 2018

By: [Signature]
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Robin Raina

Title: President - CEO

Local Address: One Ebix Way

Johns Creek, GA 30097

Email Address: _____

Telephone: (678) 281-2020

Fax: (678) 281-2019

"CONTRACTOR"